

PREPARED BY AND RETURN TO:

Select Title & Escrow, LLC

Almon M. Ellis, Jr., Staff Attorney

7145 Swinnea Road, Suite 2

Southaven, MS 38671

(662) 349-3930

File # 10-1237

CERTIFICATE OF TRUST AGREEMENT

Pursuant to the provision of Section 91-9-7, MCA, the following information on a Trust Agreement is hereby furnished:

- (a) Name of Trust: The Kimmelman Family Revocable Living Trust
Dated June 2, 2008
- (b) Office of the Trust: 6175 Bear Cove South
Olive Branch, MS 38654
- (c) Original Trustee(s): Paul L. Kimmelman and Marsha Kimmelman
- (d) Successor Trustee(s): Leah Kimmelman or Renee Roen
- (e) Grantors/Settlors: Paul L. Kimmelman and Marsha Kimmelman

- (f) Real Property: All interests in real property owned by or conveyed to the trust are:

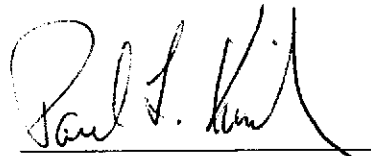
Lot 126, CHEROKEE RIDGE, Sixth Addition, Part of Cherokee Valley P.U.D., in Section 31, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 95, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi

Parcel # 1069-3129.0-00126.00

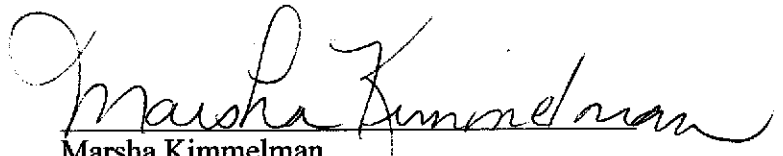
Property Address: 6175 Bear Cove South, Olive Branch, MS 38654

- (g) Beneficiaries: Paul L. Kimmelman and Marsha Kimmelman
- (h) Termination: Revocable at will by Grantors/Settlors. Automatic termination at death of both Grantors/Settlors
- (i) General Powers of Trustee: See Exhibit "A" attached hereto and made a part hereof

Executed this the 2nd day of September, 2010.



Paul L. Kimmelman,
Grantor/Settlor and Trustee

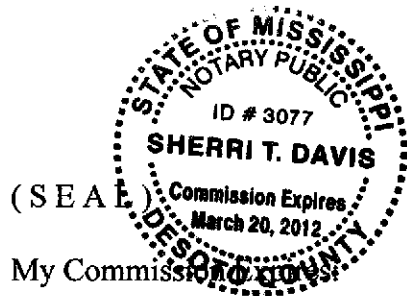



Marsha Kimmelman,
Grantor/Settlor and Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, within my jurisdiction, the within named PAUL L. KIMMELMAN, who acknowledged that he is a Grantor/Settlor and Trustee of The Kimmelman Family Revocable Living Trust dated June 2, 2008, and that in said individual and representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal this 2nd day of September, 2010.




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, within my jurisdiction, the within named MARSHA KIMMELMAN, who acknowledged that she is a Grantor/Settlor and Trustee of The Kimmelman Family Revocable Living Trust dated June 2, 2008, and that in said individual and representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal this 2nd day of September, 2010.




NOTARY PUBLIC

CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

PAUL L. KIMMELMAN and MARSHA KIMMELMAN

STATE OF ILLINOIS)
)ss.
COUNTY OF LAKE)

The undersigned certifies as follows:

1. There is in full force and effect, on the date of this Certificate, a Trust Agreement dated 6-2-2008, 2008, between **PAUL L. KIMMELMAN and MARSHA KIMMELMAN**, as Settlers, and **PAUL L. KIMMELMAN and MARSHA KIMMELMAN**, as Trustees, creating a trust, commonly called **The Kimmelman Family Revocable Living Trust**.

2. The acting Trustees of the Trust, on the date of this Certificate, are **PAUL L. KIMMELMAN and MARSHA KIMMELMAN**. The names of the successor trustees are:

- (1) **LEAH KIMMELMAN;**
- (2) **RENEE ROEN.**

3. The powers of the Trustees, including acting and successor trustee(s), are set out in Article VII of the Trust Agreement, as follows:

Section 7.01 Asset Sources. To receive additional assets from any source;

Section 7.02 Sale, Lease, Etc.. Either Trustee without joinder of the other shall have the full power to buy or sell real or personal property at public or private sale; to exchange, lease, pledge, mortgage, or expand real or personal property; to assign, release, partially release, discharge, satisfy, or foreclose mortgages, contracts for deed or other liens and instruments of like import; to convey and transfer real and personal property, including but not limited to leases, assignments of interest, deeds, contracts for deed, and mortgages, all of which may at anytime constitute a portion of the trust estate, upon such terms and conditions as the trustees shall deem wise;

Section 7.03 Investments. To invest and reinvest the trust estate or any part thereof in: any property, real or personal, domestic or foreign; securities, including common and mutual funds, certificates of deposit, treasury notes, investment trust certificates, bonds, debentures, preferred stocks, and common stocks; mortgages and mortgage participation certificates; leases, royalties, working interest, and other participations and rights relating to minerals, oil, and gas; limited partnerships; obligations (secured or unsecured) whether or not any such investment would be an appropriate trust investment apart from this provision, and even though such investment is generally considered speculative or causes a greater proportion of the trust estate to be invested in investments of

EXHIBIT A

one type or of one company than would be appropriate for a trust apart from this provision; to participate in a common trust fund as the Trustees shall deem wise; and to cause any securities held by them to be registered in the name of a nominee, in "street name", or their own names, without indication of fiduciary capacity, without liability in so doing;

Section 7.04 Borrowing. To borrow from any source, any amount and upon such terms, they in their sole discretion determine to be necessary and may pledge as security for any loan any portion of the trust assets;

Section 7.05 Proxies. In respect to any securities, to vote upon any proposition or election at any meeting and to grant proxies, discretionary or otherwise, to vote at any such meeting;

Section 7.06 Securities. To buy, sell, and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees;

Section 7.07 Real Estate Investments. To improve any property, real or personal, including the power to demolish buildings in whole or in part and to erect buildings; to lease property on such terms as they shall approve including the power to lease property for periods which extend or may extend beyond the duration of the Trust and to foreclose, expand, assign, partially release, and discharge or satisfy mortgages, agreements for deed, and instruments of like import;

Section 7.08 Distribution in Kind. The Trustees shall have full power to make distribution in kind, i.e., either in the form of Trust assets, cash, or a combination of both;

Section 7.09 Determination of What is Income and Principal. To determine what is "principal" and what is "income" hereunder, in the Trustees' discretion, without regard to any statute or rule of law, provided generally acceptable accounting principles are followed;

Section 7.10 Method of Holding Title. To hold bonds, shares, or other securities in the bearer form, or in the name of the Trustees or other nominee without indication of any fiduciary capacity; to deposit cash in a checking or savings account, in a bank or savings and loan association and withdraw from the same without indication of a fiduciary capacity; to enter into Limited Partnership ventures for the purpose of real estate or oil investment or any other limited partnership venture, as the Trustees in their sole discretion may deem advisable;

Section 7.11 Withdrawal Payments. To enter into any fixed or level payment withdrawal plan with any mutual fund(s) authorizing payment to the Settlers or any other beneficiary hereunder of a specified monthly amount or amounts payable from income dividends, capital gains distributions, and to the extent of necessary, from the proceeds of liquidation of shares of such mutual fund(s) and

to deposit shares of such mutual fund(s) with a custodian or other agent pursuant to any such authorization;

Section 7.12 Charges. To employ accountants, attorneys, and such agents as the Trustees may deem advisable, to pay reasonable compensation for their services and to charge same to (or apportion same between) income and principal as the Trustees may deem proper;

Section 7.13 Loans. To make loans, secured or unsecured, in such amounts, at such rates of interest, upon such terms and to such persons, firms, or corporations as they shall approve;

Section 7.14 Successor Trustee. Every Successor Trustee appointed hereunder shall possess and exercise all powers and authority herein conferred upon original Trustees;

Section 7.15 Distribution from Estate. The Trustees shall receive distribution of any assets from either Settlor's estate under the terms of either Settlor's Last Will and Testament and shall add the same to the Trust principal;

Section 7.16 Joint or Independent Action. The Trustees may act jointly or either of them may act independently of the other and do any and all things authorized hereunder to be done by either Trustee in every way as the Trustee could do if acting together and the act of either of the Trustees herein shall be as binding as though performed by both of the Trustees;

Section 7.17 Employment of Third Parties. To employ any person, persons, firms, or entities to attend the Settlor's maintenance, comfort, and care, including any emergency or medical care;

Section 7.18 Authorized Signature. The Trustee or Trustees shall have the power and authority to designate the authorized signature or signatures on accounts with banks, savings and loan associations, stock brokerage firms and stock transfer agents whether such signatories be a Trustee or not, and all institutions relying on such signatures authorized are exonerated from any loss, claim, or liability; accordingly one of two or more Trustees as well as non-fiduciary parties may be authorized signatories;

Section 7.19 No Personal Liability of Trustee. With regard to any contract, agreement, undertaking, or representation entered into or made by or on behalf of, the Trustee of any Trust hereunder, any rights, liabilities, or obligations created by virtue of such contract, agreement, undertaking, or agreement shall not be the personal rights, liabilities, or obligations of the Trustee, and accordingly, no such liability or obligation shall be, at anytime, asserted or enforceable against the Trustee personally, but only against the assets of the trust created hereunder;

Section 7.20 Reimbursement for Tax Payments. If the Trustee shall be compelled at anytime during the existence of any trust, or at anytime thereafter, to pay any tax or penalty with respect to said trust for any reason, the Trustee shall be entitled to be reimbursed from the property of such trust or to the extent

that the property of said trust shall then be insufficient or if said trust has been terminated, the Trustee shall be reimbursed by the person or persons to whom any property of such trust shall have been distributed in proportion to the amount received by each person. The Trustee, before making any distribution of either income or principal from said trust, may accordingly require an undertaking by said person or persons to reimburse the Trustee for all such taxes and penalties or the Trustee may withhold distribution of a reasonable amount required to meet any taxes, penalties, or interest thereon, pending release of any tax lien or final determination of any tax dispute.

4. Section 9.10 of Article IX of the Trust Agreement provides as follows:

Certificate of Trust Existence and Authority. Trustees may, at any time, record, file, or deliver a Certificate of Trust Existence and Powers (Certificate) with or to any clerk, registrar of deeds, transfer agent, or other similar agency or office or to any person dealing with the Trustee. The Certificate shall contain a verbatim synopsis of certain provisions of this agreement and shall be signed and acknowledged by the Trustee. Any purchaser or person dealing with the Trustee shall be entitled to rely on the Certificate as a full statement of the provisions of this agreement that are pertinent to the particular transaction. Machine copies of the executed Certification shall have the same effect and authority as the executed Certificate.

Executed at Long Grove, Illinois on 6/21, 2008

Paul L. Kimmelman
PAUL L. KIMMELMAN

Marsha Kimmelman
MARSHA KIMMELMAN

B. J. Cohan

Notary Public, LAKE County

My commission expires 4/26/10

